

Community Justice & Mediation Center

Conflict Resolution Services

Policies and Procedures

1. General

1.1. Scope

This manual states the policies and procedures governing conflict resolution services (CRS) offered by the Community Justice & Mediation Center (CJAM). CJAM offers mediation of disputes between parties and facilitation of conflict resolution for communities and organizations, for which policies and procedures are set out in Parts 2 and 3 of this document. CJAM also offers coaching (“problem solving for one”), circle processes, and other forms conflict resolution services governed by principles of voluntariness and self-determination. CJAM does not offer arbitration or other modes of conflict resolution that do not provide for resolution of conflict by voluntary decision of the affected parties.

1.2. Programs Committee

The Programs Committee is responsible to the CJAM Board of Directors for developing policy and providing oversight for CJAM’s conflict resolution services programs.

1.3. Insurance

CJAM maintains liability insurance for the protection of CJAM and its paid and volunteer staff for CRS services offered on behalf of CJAM.

1.4. Non-discrimination policy

CJAM does not discriminate in the provision of CRS on the basis of race, religion, color, gender status, national origin, ancestry, sexual orientation, disability, number of dependents, marital status, age, pregnancy, or any classification protected by applicable law.

1.5. Record keeping

CJAM maintains records sufficient to report the nature and number of the conflict resolution matters it handles, the experience and status of its CRS personnel, and evaluation of its conflict resolution services. Records are kept in a manner consistent with CJAM’s confidentiality policies. (See sections 2.2 and 3.3, below.)

1.6. Grievances

1.6.1. CJAM accepts grievances regarding its conflict resolution services from clients and from CJAM personnel. In general, complaints should be referred to the Programs Committee. However, where the grievance is with actions of the Programs Committee or its members, the matter should be referred to the

Executive Committee.

- 1.6.3 Those persons with complaints are welcome to discuss the issues informally with other individuals involved, the Director of Programs, or the chair of the Programs Committee.
- 1.6.4 To initiate a formal grievance process, a grievance should be presented to the Programs Committee, or where appropriate the Executive Committee, which will appoint a grievance committee to investigate and make recommendations regarding the grievance, giving all affected individuals an opportunity to be heard. The grievance committee will not include any individual with an interest in the disposition of the grievance. Where appropriate, individuals from outside CJAM may be appointed to the grievance committee. The content of the grievance, the membership of the grievance committee, and the disposition of the grievance will be documented in writing. The grievance and its disposition will be reported to the Board.
- 1.6.2. CJAM believes in constructive approaches to conflict. At any point in the grievance process, the grievant may request that the parties resolve the grievance through mediation with the assistance of a mutually acceptable mediator. Agreements to mediate between a grievant and CJAM will address issues of voluntariness, self-determination, and confidentiality.

#### 1.7. Adoption and amendment of *Policies and Procedures*.

These *Policies and Procedures* and amendments thereto, become effective when approved by the CJAM Board of Directors.

## 2. Mediation

### 2.1. Purpose of *Policies and Procedures*

The model of mediation specified in these *Policies and Procedures* is intended to assure effective and responsible services that respect the parties' rights of self-determination and to permit CJAM mediators to work efficiently and productively together.

### 2.2. CJAM mediation

#### 2.1.1. Definition of mediation

Mediation is a process in which an impartial third party facilitates communication and negotiation and promotes voluntary decision-making by the parties to the dispute.<sup>1</sup>

The model of mediation CJAM practices is described in more detail in these *Policies and Procedures*.

#### 2.1.2. Goals of CJAM mediation

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<sup>1</sup>*Model Standards of Conduct for Mediators*, see note 2.

The parties to the conflict determine the specific goals of CJAM mediations. CJAM mediators' goals are to assist the parties to increase their abilities to negotiate productively, to increase mutual understanding, and to facilitate agreements that resolve their dispute.

### 2.1.3. Matters that CJAM will mediate

CJAM mediators are trained to mediate conflicts in a wide variety of areas such as landlord-tenant, neighborhood, consumer, family, school, workplace, and victim-offender. CJAM responds to requests directly from parties and to referrals. If, in CJAM's judgment, a case is not suitable for mediation or is beyond CJAM's competence to handle, referrals may be made to other resources with the parties' permission.

### 2.1.5 Participation is voluntary

Participation in CJAM mediation is voluntary. Parties may withdraw from mediation at any time. Even where referring agencies or others pressure parties to mediate, parties must understand that they may decline. The quality of mediation depends on all parties sharing a voluntary commitment to the process and to the results reached.

### 2.1.6 Ethics policies

CJAM adheres to the principles contained in *Model Standards of Conduct for Mediators*,<sup>2</sup> *Victim Offender Mediation Association Recommended Ethical Guidelines*,<sup>3</sup> and *Principles for ADR Provider Organizations*.<sup>4</sup>

### 2.1.7 Limitations on CJAM role

CJAM staff, including its case managers and mediators, do not act as lawyers and do not give legal advice, nor do they act as therapists or provide psychological treatment.

## 2.2. Confidentiality policies

2.2.1. CJAM and its mediators and staff will not disclose without the parties' permission any communication or information obtained in the provision of mediation services, with exceptions specified in paragraph 2.2.4. Where courts or other entities refer matters to CJAM for mediation, CJAM may report to the referring entity only whether mediation has occurred and whether it has concluded. When authorized by all the parties, CJAM will provide copies of agreements signed by the parties to referring agencies.

2.2.2. CJAM case managers and mediators will not communicate information obtained

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<sup>2</sup>American Arbitration Association, the American Bar Association's Section of Dispute Resolution, and the Association for Conflict Resolution, September, 2005, [www.acrnet.org/pdfs/Model\\_Standards\\_of\\_Conduct\\_for\\_Mediators\\_September\\_2005.pdf](http://www.acrnet.org/pdfs/Model_Standards_of_Conduct_for_Mediators_September_2005.pdf)

<sup>3</sup> <http://voma.org/docs/ethics.pdf>

<sup>4</sup>CPR-Georgetown Commission on Ethics and Standards of Practice in ADR, May 1, 2002, [www.cpradr.org/pdfs/finalProvider.pdf](http://www.cpradr.org/pdfs/finalProvider.pdf)

from parties in separate interviews, conversation, and correspondence to other parties except when authorized to do so by the communicating party.

2.2.3. CJAM staff, including its case managers and mediators, will not appear as witnesses in any legal or administrative proceeding concerning the subject matter of a mediation, nor will they provide any records, notes, work product or the like of the mediators in such proceedings.

2.2.4. CJAM may disclose communication and information received in mediation only where required by law or court order or where necessary to prevent harm to self or others. Statutes in Indiana require reporting of cases of child and elder abuse.<sup>5</sup>

## 2.3. Conflicts of interests

### 2.4.1. In general

CJAM mediators will have no interest in the outcome of a mediation and will be capable of providing services without partiality or bias.

### 2.4.2. Disclosure and parties' objections to participation of a mediator

Mediators and case managers will disclose any circumstance that reasonably may be thought to raise questions regarding the interest, partiality, or bias of the mediator. If a party objects to the participation of a mediator or case manager, that individual will withdraw from participating in the matter.

### 2.4.3. Where a party contributes to support of CJAM

Where a party to a mediation is a contributor of funds or in-kind support to CJAM, that fact will be disclosed to the other parties before proceeding with the mediation.

## 2.5. Personnel

### 2.5.2. Mediator roster

#### 2.5.2.1. Apprentice mediators

Apprentice mediators are individuals who have had community mediation or equivalent training, but are inexperienced and have untested competence. The Director of Programs (or her/his delegate) promotes apprentice mediators to mediator status based on their participation in intake interviews and mediations. Participation in two intake interviews and two mediations and/or client coaching interviews, with positive evaluations, is often sufficient basis for promotion. Apprentice mediators who are not promoted to mediator within a year are usually dropped from the mediator roster.

#### 2.5.2.2. Mediators

The CJAM mediator roster includes individuals who have completed community

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<sup>5</sup>Indiana Code, chapter 31-33-5 and chapter 12-10-3.

mediation training and have, in the opinion of the Director of Programs (or her/his delegate), sufficient training, experience, and competence to serve as mediator, with at least one other qualified mediator, in one or more category of cases for which CJAM offers CRS. The Programs Committee may require specialized mediation training for mediation in conflicts requiring distinct expertise.

#### 2.5.2.3. Senior mediators

The Programs Committee designates as senior mediators those individuals on the mediator roster who have substantial mediation experience (including experience as lead mediator), who have demonstrated they have mature understanding and skills in conflict and in mediation processes, and who agree to be designated as senior mediators.

#### 2.5.2.4. Maintaining skills

Mediators are expected to keep current on CJAM policies and to maintain and advance their skills through participation in CRS, mentoring, study, further training, and participation in mediator retreats. The Programs Committee will adopt standards for annual participation in CRS and continuing education for continued participation in CRS on behalf of CJAM.

#### 2.5.2.5. Inactive Mediators.

The mediator roster shall include as inactive mediators individuals who have withdrawn from active CRS or failed to maintain their eligibility to continue as mediators but who wish to maintain their contact with CJAM and its CRS. The Director of Programs (or her/his delegate) may request that an inactive mediator participate in a CRS matter in which the inactive mediator's experience would be useful and may restore an inactive mediator to the status of mediator if the inactive mediator is in a position to comply with the Program Committee's standards for continued participation in CRS on behalf of CJAM.

#### 2.5.1. Case managers

The Director of Programs appoints case managers with responsibility for receiving referrals, maintaining records, and performing other functions specified in these policies or delegated by the Director of Programs.

### 2.6. Intake and screening

#### 2.6.1. Referrals to CJAM

##### 2.6.1.1. Initial contact

All referrals are directed to a case manager who gathers sufficient information to assess whether the case may be appropriate for CJAM mediation services and to serve as a basis for assigning mediators.

##### 2.6.1.2. Processing of referrals

Case files are created for referrals from the Prosecutor's Office or the

Probation Department upon receipt. In other matters, case files are created when an intake interview is conducted with one or more parties. If it is determined the matter is not appropriate for CJAM services or if the parties decline intake interviews, the referral will be closed.

## 2.6.2. Assigning mediators

### 2.6.2.1.Co-mediation

CJAM uses co-mediation. Except in special circumstances, at least two mediators will be assigned to each case for interviews and mediation sessions. Where appropriate, three or more mediators may be assigned.

### 2.6.2.2.Lead mediator

With consultation and supervision from the Director of Programs, the case manager will select a lead mediator who, in light of the expected challenges of the case, is qualified to lead the interview of prospective parties, determine whether the matter is appropriate for CJAM mediation, obtain the parties' informed consent to mediate, and who can be relied upon to administer a resulting mediation in accordance with these *Policies and Procedures*. If the case information indicates special challenges, the lead mediator will be a senior mediator.

### 2.6.2.3.Reflecting diversity

CJAM endeavors to reflect the diversity among the parties in the selection of mediators.

## 2.6.3. Case consultation

Assigned mediators debrief with each other and consult with the case manager, a senior mediator, or the Director of Programs regarding challenges that arise in the case.

## 2.6.4. File maintenance

### 2.6.4.1.File Contents and location

Case files include case forms, documents, activity logs, and notes. The case file and its contents are not removed from the office. Copies of file documents are made for the use of mediators as necessary, but mediators keep copies of file documents in a secure way consistent with CJAM's confidentiality policies.

### 2.6.4.2.Activity Log

Mediators' work on a case is recorded in the Activity Log. The lead mediator informs the case manager of case developments for updating the Activity Log in order that case managers may make appropriate response to inquiries about the case. Mediators keep complete records of their case activities and time for periodic inclusion in office records.

## 2.6.5. Intake interviews

2.6.5.1. The lead mediator, with another mediator if possible, will conduct intake interviews with all parties. In intake interviews, the mediators obtain information forming a sufficient basis to judge whether the matter is appropriate for CJAM mediation and to select appropriate mediators. The interviewing mediators inform the parties about CJAM mediation sufficiently for them to make an informed judgment whether they wish to agree to mediation. Where appropriate, parties are provided information regarding resources for obtaining legal advice or other services that may be important to them.

2.6.5.2. If the lead mediator is not a senior mediator, intake interviews will be reviewed with the Director of Programs or her or his delegate before proceeding with mediation. Ordinarily, the mediators conducting intake interviews should continue as mediators for the case, but adjustments to staffing the case may be made at this time, if necessary.

## 2.6.6. Screening policies

CJAM will provide mediation services only in matters which are appropriate for mediation, for which there are mediators on CJAM's roster with skills appropriate for the matter, and for which the use of voluntary community resources is warranted. In all proposed mediations, the lead mediator will address whether the parties will be able to negotiate productively and safely with each other and be able to act on agreements they may reach. Issues of concern include whether there is fear of imminent violence or an extensive history of abuse, a party is under constraints or instructions which prevent them coming to an agreement, parties lack the power or ability to negotiate on their own behalf, issues that require significant counseling or treatment, and whether there is a significant public interest in the outcome of the dispute. In particular, CJAM screens for abuse in cases involving family and intimate relationships.

## 2.7. Agreement to participate in mediation

Prior to mediation, all parties must sign an *Agreement to Participate in Mediation* and agree to abide by the confidentiality provisions therein. (See the Appendix for forms for agreements to participate in community and victim-offender mediation.) In general, those provisions say that CJAM, its mediators, and staff will keep confidential information about the parties and the dispute. The parties' obligations of confidentiality depend on their agreement in the mediation. *Agreement to Participate* forms will inform parties how they may have access to CJAM's *CRS Policies and Procedures*.

2.7.1. Sources that refer parties to CJAM for mediation with the expectation that CJAM will report back to them regarding the results of the mediation shall sign a memorandum of understanding with CJAM regarding the terms on which referrals are made. Such an agreement may be for a specific case or may govern a continuing practice of making referrals. Such agreements may be tailored to

specific needs of the referral source, but should accept CJAM's confidentiality policies.

## 2.8. Fees

CJAM mediation is ordinarily offered without fees. After the conclusion of a mediation, the parties may be offered the opportunity to support CJAM with financial or other contributions.

## 2.9. Case Processing

### 2.9.1. Preparing for mediation

The process of preparing parties to participate constructively and effectively in mediation begins in intake interviews but may continue in additional interviews or other communication. When appropriate, parties are asked to furnish documents that will help the mediators facilitate the mediation or will be helpful to other parties.

### 2.9.2. Mediation sessions

The parties and the mediators agree on a time and place for mediation sessions, which may be at CJAM's office or at a place convenient for the participants. Mediation sessions ordinarily last between 1 and 3 hours. If a resolution of the matter is not reached in that time, the parties and mediators may agree to adjourn the mediation until a subsequent time. The mediators will communicate in advance of the mediation sessions to be briefed on the matter and to organize themselves to conduct the mediation session. It is often useful to provide clients written summaries of important content and the status of the case following intake interviews and between mediation sessions.

If multiple mediation sessions are conducted and progress towards a resolution or conclusion of the mediation is not evident, the mediators discuss with the parties and consult with the Director of Programs (or his or her delegate) as to whether the parties would be better served by another organization or service.

### 2.9.3. Participants

#### 2.9.3.1. Parties

The lead mediator and the affected individuals will discuss and agree what individuals and entities would be necessary and appropriate participants to an agreement that would be a constructive contribution to resolution of the conflict, and those individuals and entities will be invited to participate as parties in the mediation. If some of those parties decline to participate, the lead mediator and remaining parties will discuss and agree whether the mediation should proceed.

#### 2.9.3.2. Legal representation

It is often useful for parties to have legal advice before mediation and before committing themselves to an agreement. With advance notice to the other parties through the case manager or lead mediator, a party's lawyer may participate in



mediation sessions, subject to any party's right to withdraw from mediation.

#### 2.9.3.3. Other non-party participants

By agreement of the parties and the lead mediator, others may participate in the mediation to provide support to a party or to serve as a resource.

#### 2.9.3.4. Preparation for non-party participation.

The lead mediator should confer in advance with lawyers or other non-parties to discuss their role and manner of participation in mediation sessions.

### 2.9.4. Conduct of mediation

2.9.4.1. Direct mediation. CJAM mediation is usually conducted in joint sessions including the mediators and all parties. The parties or the mediators may request separate sessions before, during, or after joint sessions.

2.9.4.1.1. The lead mediator makes arrangements for and is the primary facilitator during mediation sessions.

2.9.4.1.2. Mediation sessions are governed by ground rules to ensure fairness and promote effective communication. The basic ground rules are that parties should speak sincerely and listen respectfully. Parties may agree to additional ground rules specific to their case and concerns.

2.9.4.1.3. CJAM mediations generally include the following elements:

- ◁ Introductions: The mediators coordinate introductions and facilitate the establishment of ground rules.
- ◁ Storytelling or narrative presentations: Each party will have uninterrupted time to describe the nature of the conflict, how the conflict arose, and what has happened recently between the parties. Parties may, if they wish, describe the impact of the conflict in their lives.
- ◁ Exploration of needs and goals: The mediators will help the parties establish goals for the mediation and identify the interests that need to be satisfied to achieve a satisfactory resolution.
- ◁ Development of mutual understanding through facilitated discussion between the parties.
- ◁ Where appropriate, the parties will identify and consider possible solutions and reach agreements.

2.9.4.2. Indirect mediation:

In occasional cases, the parties and CJAM may agree to proceed through indirect mediation in which the parties do not meet in joint session. In indirect mediation, the parties communicate with each other through phone or video conference, through written communication facilitated by the mediators, or through the mediators conferring alternately with each party

#### 2.9.5. Agreements resulting from mediation.

Parties' agreements state whether they are intended to be legally binding. Agreements are usually (always when they are intended to be binding) reduced to writing and signed by the parties. Parties may seek legal advice before finalizing an agreement. CJAM will furnish copies of the parties' written agreement to the parties and will furnish copies to others if all parties agree.

#### 2.9.6. Disposition of mediators' notes and papers

After the mediation process is finished and no further action by the mediators is contemplated, mediators should turn over to the case manager signed Agreements to Participate in Mediation and the parties' written agreements, and should consult with the case manager regarding other documents that should be retained in the office's file on the matter. Other relevant documents to the dispute provided by the parties may be returned to them. All other written notes, offers, drafts of proposals, communications, and other papers created in mediation will be destroyed.

### 2.10. Evaluation

#### 2.10.1. General

It is the policy of CJAM to have continuing evaluation of its mediation processes and of the work of its case managers and mediators.

#### 2.10.2. Evaluation by CJAM personnel

Following mediations, the mediators take the time necessary to discuss and evaluate the mediation and to fill out evaluation forms. Where intake work has not resulted in mediation, the case manager or lead mediator fills out an evaluation form covering the intake phase of the work.

#### 2.10.3. Evaluation by clients

Following mediation, mediation clients will be invited to fill out evaluation forms. Except where evaluations are filled out immediately, addressed, stamped envelopes should be provided to facilitate return, and CJAM should contact clients to encourage return of evaluation forms if they have not been received in a reasonable time. Where intake work has not resulted in mediation, clients will be invited to fill out an evaluation form covering the intake phase of the work.

### 2.11. Follow up

After a period appropriate to the case, but ordinarily not longer than a month following completion of mediation, CJAM personnel contact the parties to a mediation to assess the success of the mediation and agreements reached, to offer support and encouragement, and, where appropriate, offer further mediation services. Where further mediation services are requested, the matter will be referred to a case manager.

## 2.12. Monitoring agreements

CJAM monitors and makes reports regarding performance of agreements only where such monitoring is a condition of the referring agency and where the parties agree to participate in mediation on that basis.

## 2.13. Closing cases

Cases are closed when the mediation process is completed and no further follow up is contemplated. When a case is closed, the lead mediator or the case manager fills out a case closure form for inclusion in the file.

## 2.14. File retention

When a case is closed, the case manager removes and destroys unimportant documents. Files will be retained for seven years and then destroyed.

# 3. Facilitation of Conflict Resolution for Communities and Organizations

## 3.1. Definition of facilitation

In facilitation, one or more facilitators skilled in group processes assist a community or organization (the client) to develop and execute processes (such as town meetings, forums, retreats, and self-studies) appropriate for the client to make decisions or develop policy in circumstances of internal conflict or organizational change. As used in these *Policies and Procedures*, the difference between mediation and facilitation is that, in facilitation, it is the community or organization that is the client with which CJAM contracts.

## 3.2. Intake and screening; designation of facilitator or referral

Requests for CJAM facilitation are referred to the Director of Programs who designates a lead facilitator to investigate and advise the Director of Programs whether the matter is one for which CJAM has resources to respond, for which CJAM should make a referral to other resources, or which is inappropriate for facilitation. As appropriate, the Director of Programs designates one or more CJAM facilitators to work with the client or instructs the lead facilitator to advise the client regarding alternative resources or the inadvisability of facilitation for the client's circumstance.

## 3.3. Confidentiality policy

CJAM facilitators discuss and agree with the client the extent to which communications to CJAM personnel may be made on a confidential basis and make the conditions and limitations on confidentiality clear to the client's constituents and members from whom information is received.

## 3.4. Contract

When CJAM offers facilitation to a client, the CJAM lead facilitator will develop a contract for facilitation with the client's representative, and that contract will be approved by the Director of Programs and the client. The contract provisions will include the

CJAM and client's agreements regarding confidentiality.

### 3.5. Facilitation processes

There are a wide variety of facilitative tools. CJAM facilitators collaborate with the client to develop the processes to be used in the particular matter.

### 3.6. Evaluation and follow up

CJAM personnel will conduct evaluation and follow up to intake and facilitation analogous to that conducted in CJAM mediations. See sections 2.10 and 2.11, above.

APPENDIX

COMMUNITY JUSTICE AND MEDIATION CENTER

AGREEMENT TO PARTICIPATE IN COMMUNITY MEDIATION

We agree to enter into this mediation in good faith, to cooperate with the mediators assigned to facilitate the mediation, and to give serious consideration to developing a voluntary agreement to resolve our problem.

We understand that: Mediation is a voluntary process and that at any time before an agreement is reached, any of us may withdraw from mediation. The mediation will be facilitated by mediators selected by CJAM’s case manager,. The mediators have no personal stake in the matter and will do their best to assist the mediation clients without bias.

We understand that mediators do not act as lawyers or give legal advice. Mediation clients are responsible for obtaining legal advice.

We understand that the mediation clients are responsible for developing their own solutions and that the mediators cannot impose any decisions. Any agreements or decisions resulting from mediation are entered into voluntarily and by mutual acceptance of the mediation clients.

We understand that open and honest communication is necessary for successful mediation and, for that reason, the mediation clients must be able to communicate with the mediators in confidence. Accordingly, except where reporting is required by law or court order or is necessary to prevent serious injury,

- a. The mediators will not reveal anything discussed in mediation without permission of both mediation clients.
- b. The mediators will not communicate information obtained from parties in separate interviews, conversation, and correspondence to other parties except when authorized to do so by the communicating party.
- c. Communications in the mediation may not be used as evidence in any legal or administrative proceeding concerning the subject matter of the mediation.
- d. The mediation clients agree that they will not call the mediators or anyone associated with CJAM as witnesses in any legal or administrative proceeding concerning the subject matter of the mediation, nor will they subpoena or demand production of any records, notes, work product or the like of the mediators in such proceedings. If a mediation client does subpoena the mediators or others associated with CJAM, the mediators and CJAM will resist the subpoena, and the mediation client will reimburse the mediators and CJAM for their expenses (including attorneys’ fees) in doing so.
- e. The exception to these rules of confidentiality is that this agreement to mediate and any written agreement made and signed by the mediation clients as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so.

CJAM will charge no fees for this mediation unless a fee agreement signed by the mediation clients is attached to this agreement.

CJAM’s *Conflict Resolution Services Policies and Procedures* are available at [www.bloomington.in.us/~mediate](http://www.bloomington.in.us/~mediate), and CJAM will provide a printed copy upon request.

Mediation Client \_\_\_\_\_ Date \_\_\_\_\_

Mediation Client \_\_\_\_\_ Date \_\_\_\_\_

Lead Mediator \_\_\_\_\_ Date \_\_\_\_\_

COMMUNITY JUSTICE AND MEDIATION CENTER

CONSENT TO PARTICIPATE

By signing this consent, I agree to participate in the Victim-Offender Reconciliation Program.

I understand that my involvement may potentially include telephone calls or in-person interviews with program staff, interviews with a volunteer mediator, and one or more mediation meetings with the offender(s).

I understand that my participation at all times is voluntary and that I may discontinue participation at any time and request that my case be handled only through the courts, if appropriate.

I understand that my participation is confidential. Details about the case will not be released to outside parties without my consent.

I also understand that it must be reported if information revealed during any meetings in the VORP process indicates: 1) A new violation of the law; 2) Someone is being harmed; or 3) Someone is in danger of being harmed.

If an agreement is reached during one of our meetings, details will be written on a separate sheet of paper, dated and signed by everyone present. Copies will be distributed only with permission from those signing the agreement.

The Victim-Offender Reconciliation Program will maintain a record of participation in the program and will advise the referral source.

VORP engages in research efforts to improve its efficiency and effectiveness. By signing below, I hereby give my permission to the VORP program to contact me following the end of my participation. This consent expires in one year following the end of my participation in the VORP program.

\_\_\_\_\_

I agree to participate in the Victim Offender Reconciliation Program as described above.

\_\_\_\_\_

Victim

\_\_\_\_\_

Date

\_\_\_\_\_

Victim

\_\_\_\_\_

Date

COMMUNITY JUSTICE AND MEDIATION CENTER

CONSENT TO PARTICIPATE

By signing this consent, I agree to participate in the Victim-Offender Reconciliation Program.

I understand that my involvement may potentially include telephone calls or in-person interviews with program staff, interviews with a volunteer mediator, and one or more mediation meetings with the victims of the offense.

I understand that my participation at all times is voluntary and that I may discontinue participation at any time and request that my case be handled only through the courts, if appropriate. I understand that any lack of participation on the part of the victim will not be held against me.

I understand that my participation is confidential. Details about what happens will not be released to outside parties without my consent.

I also understand that it must be reported if information revealed during any meetings in the VORP process indicates: (1) a new violation of law; or (2) someone is being harmed; or (3) someone is in danger of being harmed.

As a result of these meetings I may agree to provide restitution in some form to the victim and I understand that failure to satisfactorily complete agreements may be taken into consideration in further court proceedings. If an agreement is reached during one of these meetings, details will be written, dated, and signed by everyone present. Copies will be distributed only with permission from those signing the agreement.

The Victim Offender Reconciliation Program will maintain a record of participation in the program and will advise the referral source.

VORP engages in research efforts to improve its efficiency and effectiveness. By signing below, I hereby give my permission to the VORP program to contact me following the end of my participation. This consent expires in **one year** following the end of my participation in the VORP program.

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I agree to participate in the Victim Offender Reconciliation Program as described above, including the research component, and have received a copy of this Consent Form.

\_\_\_\_\_  
PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
DATE